

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-13-64631

HUD# 07-13-0730-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

CHAPELRIDGE OF CEDAR RAPIDS

Centerline CAP – Elena Montero

8107A Baywood Drive

Austin, TX 78759

SELDIN COMPANY

16910 Frances Street, Suite 200

Omaha, NE 68130

CYLE CLAPPER

ChapelRidge of Marion

1 ChapelRidge Circle

Marion, Iowa 52302

COMPLAINANT

ANDREA M. CLEMENTS

13 ChapelRidge Circle Apartment E

Marion, Iowa 52302

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to make reasonable accommodations for her disability. She alleges after she requested a transfer to a first-floor unit, Respondents refused to waive a \$20 application fee and \$250 transfer fee, and required an additional \$99 deposit. Respondents also required that she reapply. Complainant alleged the transfer fees, additional deposit, and requirement that she reapply resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 200-unit apartment complex, located at 13 ChapelRidge Circle, Apartment E, Marion, Iowa 52301.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation,

proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

3. Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

4. Respondents acknowledge their obligation under the FHA and ICRA to allow a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

Respondents acknowledge they will consider each individual's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a request for a reasonable accommodation can be denied if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban

Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. This Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondents agree Cyle Clapper and each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties within the city of Marion, Iowa, will receive training on the requirements of State and Federal Fair Housing Laws within 120 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Additional Language for Lease Agreements

12. For all lease agreements executed for the ChapelRidge Apartments of Marion, Iowa, Respondents agree, within sixty (60) days of the execution of this Settlement

Agreement to add language to all Lease Agreements (substantially equivalent to the following language):

Reasonable Accommodations and Modifications. If a tenant, prospective tenant or someone associated with a tenant has a disability, he/she may make a written request for a reasonable accommodation or modification at any time during the tenancy. Accommodations in rules, policies, practices, or services or structural modifications may be made when such accommodations or modifications may be necessary

to afford such person equal opportunity to use and enjoy a dwelling to the extent the request does not cause an undue financial or administrative burden or fundamentally alter the nature of the property's operations. If requesting an accommodation or modification, please contact the Property Manager to get a copy of any necessary forms for you to complete and return. The Property Manager will provide a timely response to your request.

Within seven (7) days of modifying Respondents' Lease Agreements, Respondents agree to submit a written report to the Commission with a copy of a modified Lease Agreement.

Relief for Complainant

13. On or before September 30, 2013, Respondents will allow Complainant to transfer and move to apartment 14h, a first-floor apartment. Respondents agree to waive their \$20 application fee, \$250 transfer fee, and \$99 additional deposit requirement. Complainant will sign a new one-year lease Agreement, which shall commence upon Complainant's occupancy of the new apartment.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Once Complainant has vacated Apartment E, Respondents agree to do a check-out of Apartment E, with Complainant present, (and her representative, if desired by Complainant), to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in, normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement. If there is no rent balance due, cleaning or damage issues, Respondents agree to transfer Complainant's security deposit to her new apartment. Any rent balance due or cleaning or damage charges owed will be deducted from Complainant's security deposit, and Complainant will be responsible for paying an equal amount to ensure a full and complete deposit is provided for the new apartment.

Within seven (7) days of dispersing or transferring the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for rent balance, cleaning or damage for apartment E.

Respondents also agree to conduct a check-in of Complainant's new apartment, with Complainant present (and her representative, if desired by Complainant) , to insure it is clean, undamaged, and in working order. Respondents will provide Complainant with a written check-in list.

14. Respondents agree to waive Complainant's \$675 rent owed for October 2013.

Within seven (7) days of waiving Complainant's October 2013 rent, Respondents agree to submit a written report to the Commission, verifying Complainant's rent has been waived.

Reporting and Record Keeping

15. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.

16. Respondent shall forward to the Commission a copy of their modified lease agreement, within sixty (60) days of the execution of this Agreement, as evidence of compliance with Term 12 of this Agreement.

17. Within seven (7) days of dispersing or transferring the rental deposit monies, Respondents agree to submit a written report to the Commission, verifying Complainant has been successfully moved to apartment 14h. The report will also detail any charges deducted for rent balance, cleaning or damage for apartment E and will document that October 2013 rent has been waived, as evidence of compliance with Terms 13 and 14 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

ChapelRidge of Cedar Rapids, RESPONDENT

Date

Seldin Company, RESPONDENT

Date

Cyle Clapper, RESPONDENT

Date

Andrea Clements, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION